EXHIBIT A

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Date:

April 30, 2007

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FACSIMILE TRANSMISSION COVER

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From:	Tony C. Chang, Esq.				-	45.11.03	
		Re: I	Pegasus Integrat	ed Consultir	ig Corp. v. r	ue21, Inc.	
REN	MARKS: 🗆	Urgent	Esq. 212 521-5450				
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April 30, 2007

Via Facsimile

Honorable William H. Pauley III United States District Court Judge United States District Court Southern District of New York 500 Pearl Street, Chambers 2210 New York, New York 10007

Re:

Pegasus Integrated Consulting Corp. v. rue21, Inc.

Case No.: 07 Civ. 3245 (WHP)

Dear Honorable Pauley III:

This office represents the plaintiff, Pegasus Integrated Consulting Corp. (hereinafter "Pegasus") in connection with the above-referenced matter. We respectfully submit this letter in accordance to Section 2(A)(ii) of your Individual Practices and in opposition to defendant, ruc21, Inc.'s pre-motion request as outlined in their April 24, 2007 letter to your Honor.

Historical Setting

Plaintiff filed a summons and complaint on April 3, 2007 in the Supreme Court of the State of New York, County of New York, Commercial Division, for breach of contract and other related claims by Pegasus against rue21, Inc. Service of process of effectuated on or about April 6, 2007. Defendant, rue21, Inc., filed for a Notice of Removal to the United States District Court, Southern District of New York on April 23, 2007. Subsequent thereto, Defendant's counsel on April 24, 2007 made the instant request for a pre-motion conference in accordance to Section 2(A)(ii) of the individual practices for your Honor.

Page Two Honorable William H. Paulev III April 30, 2007

Opposition to the Motion

Plaintiff opposes defendant's request for permission to file said motion. Defendant's request for a pre-motion conference is ostensibly to move before the Court for an order dismissing Plaintiff's complaint due to improper venue Fed. R. Civ. P. 12(b)(3) or 12 (b)(6) or in the alternative transfer the case pursuant to 28 U.S.C. Section 1404(a). Wherein Defendant's counsel alleged that the forum should have been the United States District Court for the Western District of Pennsylvania or in Pennsylvania State Court in Allegheny County. Contrary to defendant's contentions, the plaintiff was not bound by the alleged forum selection clause. Upon information from defendant's counsel, the forum selection clause was contained on the reverse side of the purchase orders at issue. However, each purchase order under which Pegasus seeks recovery contained only one side (front side). Defendant failed to deliver, tender or issue purchase orders containing the reverse side, thus plaintiff could not have consented to the forum selection. Without such consent defendant's request is merit less.

Furthermore, defendant's claim that Pegasus is not the vendor with respect to the purchase orders is misplaced and untrue. Pegasus operated under trade names clearly known to the defendant. In fact, rue21, Inc.'s own checks and wire transfers were made directly to plaintiff and deposited in Pegasus's bank account for past transactions.

Conclusion

Based on the foregoing, we respectfully request the Court to deny the request made by defendant and its counsel before your Honor.

Respectfully-submitted.

cc: Andrew L. Morison, Esq. (via facsimile) Michael E. Lowenstein, Esq. (via facsimile)